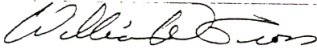


REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210



William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1986-0431
Revision No.: 25
Date of Last Revision: 08/09/2001

States: California, Nevada

Area: California Counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, Ventura
Nevada Counties of Clark, Lincoln, White Pine

** Fringe Benefits Required Follow the Occupational Listing **

OCCUPATION TITLE	MINIMUM WAGE RATE
Elevator Repairer (1,2,3,4,5)	32.805
Elevator Repairer Helper (1,2,3,4,5)	22.96
Elevator Repairer Helper, Probationary	16.40

A newly hired employee may be classified as a probationary helper if, over an aggregate period of not more than nine months, he/she has not more than six months experience in the industry. A month shall be deemed worked when the probationary employee has completed 100 hours in a month.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HOLIDAYS: A minimum of seven paid holidays per year: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) HEALTH & WELFARE: \$4.525 per hour for all hours worked.
- 2) VACATION: Annual vacation pay is accrued as follows: After 6 months but less than 5 years of service in the industry, 6 percent of regular hourly rate for all hours worked, not to exceed 120 hours pay; more than 5 years of service in the industry, 8 percent of regular hourly rate for all hours worked, at least 160 hours vacation pay. Maximum hours of vacation pay are applicable to an employee who works 1750 hours or more but less than 2000 hours in the year.
- 3) PENSION: \$2.51 per hour for all hours worked.
- 4) EDUCATIONAL FUND: \$.16 per hour for all hours worked.
- 5) Work Preservation Fund (Elevator): \$ 0.050 per hour.



National
Aeronautics and
Space
Administration

Routing Slip

Mail Code		Name	Action
1	201-203	R. Kinkade	Approval
			Call me
			Concurrence
2	SF-98	A-1170095	File
			Information
3			Investigate and Advise
			Note and Forward
4			Note and Return
			Per Request
5			Per Phone Conservation
			Recommendation
6			See me
			Signature
7			Circulate and Destroy

Find enclosed, the negotiated Collective Bargaining Agreement (CBA) between Laborers' International Union of North America Local #882 and Servicon Systems, Inc., Culver City, CA. The rates, terms and conditions are effective as of 21 September 2001 thru 16 September 2005 and are effective with the procurement associated with SF-98 A-1170095.

Name

Lydia M. Casarez

Code (or other designation)

Tel. No. (or Code) & Ext.

4-1458

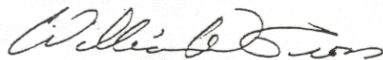
Date

2/13/02

NASA FORM 26 SEP 96 PREVIOUS EDITIONS ARE OBSOLETE.

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210



William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1986-0879
Revision No.: 10
Date of Last Revision: 07/17/2000

State: California

Area: California Counties of Los Angeles, Orange

**** Fringe Benefits Required Follow the Occupational Listing ****

Employed on contracts for Heating, Air Conditioning, and Refrigeration Maintenance fitter services.

OCCUPATION TITLE	MINIMUM WAGE RATE
Journeyman :	
Certified Service Journeyman	29.00
Service Journeyman	28.25

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.75 per hour per employee.

PENSION: \$4.95 per hour per employee.

TRAINING: \$.90 per hour per employee.

VACATION AND HOLIDAY: \$2.25 per hour per employee.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

~~The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms~~ without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of

Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS ****

Journeyman

(Occupation Description Not Available)

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STANDARD FORM 98 Rev. Feb. 1973 U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION	NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE <i>(See Instructions on Reverse)</i>	1. NOTICE NO. <div style="font-size: 1.5em; font-weight: bold;">A 1170095</div>																		
MAIL TO: <div style="text-align: center;"> Administrator Wage and Hour Division U.S. Department of Labor Washington, D.C. 20210 </div>		2. Estimated solicitation date (use numerals) <div style="text-align: center;">N/A</div> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Month</td> <td style="width: 33%;">Day</td> <td style="width: 33%;">Year</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table> 3. Estimated date bids or proposals to be opened or negotiations begun (use numerals) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Month</td> <td style="width: 33%;">Day</td> <td style="width: 33%;">Year</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table> 4. Date contract performance to begin (use numerals) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Month</td> <td style="width: 33%;">Day</td> <td style="width: 33%;">Year</td> </tr> <tr> <td style="text-align: center;">07</td> <td style="text-align: center;">23</td> <td style="text-align: center;">01</td> </tr> </table>	Month	Day	Year				Month	Day	Year				Month	Day	Year	07	23	01
Month	Day	Year																		
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5. PLACE(S) OF PERFORMANCE Pasadena, CA 91109 Los Angeles County	6. SERVICES TO BE PERFORMED (describe) CODE IV - MULTI YEAR CONTRACT FOR M&OS R & D FUNDED CODE V - NOT SUBJECT TO ANNUAL FUNDING																			
7. INFORMATION ABOUT PERFORMANCE A. <input checked="" type="checkbox"/> Services now performed by a contractor B. <input type="checkbox"/> Services now performed by Federal employees C. <input type="checkbox"/> Services not presently being performed																				
8. IF BOX A IN ITEM 7 IS MARKED, COMPLETE ITEM 8 AS APPLICABLE																				
a. Name and address of incumbent contractor SERVICON SYSTEMS, INC. 3965 LANDMARK STREET CULVER CITY, CA 90232-2315	b. Number(s) of any wage determination(s) in incumbent's contract 																			
c. Name(s) of union(s) if services are being performed under collective bargaining agreement(s). <i>Important:</i> Attach copies of current applicable collective bargaining agreements LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, LOCAL UNION #882		<div style="text-align: center; font-weight: bold;">RESPONSE TO NOTICE</div> <div style="text-align: center;">(by Department of Labor)</div> A. <input type="checkbox"/> The attached wage determination(s) listed below apply to procurement. <hr/> <hr/> B. <input type="checkbox"/> As of this date, no wage determination applicable to the specified locality and classes of employees is in effect. C. <input type="checkbox"/> From information supplied, the Service Contract Act does not apply (see attached explanation). D. <input type="checkbox"/> Notice returned for additional information (see attached explanation). Signed: _____ <div style="text-align: center; font-size: 0.8em;">(U.S. Department of Labor)</div> <div style="text-align: center; font-size: 0.8em;">(Date)</div>																		
9. OFFICIAL SUBMITTING NOTICE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">SIGNED: </td> <td style="width: 50%;">DATE: 11/19/01</td> </tr> <tr> <td>TYPE OR PRINT NAME DAVID A. FOXTON</td> <td>TELEPHONE NO. 818-354-9630</td> </tr> </table>			SIGNED:	DATE: 11/19/01	TYPE OR PRINT NAME DAVID A. FOXTON	TELEPHONE NO. 818-354-9630														
SIGNED:	DATE: 11/19/01																			
TYPE OR PRINT NAME DAVID A. FOXTON	TELEPHONE NO. 818-354-9630																			
10. TYPE OR PRINT NAME AND TITLE OF PERSON TO WHOM RESPONSE IS TO BE SENT AND NAME AND ADDRESS OF DEPARTMENT OR AGENCY, BUREAU, DIVISION, ETC. <div style="text-align: center;"> NASA MANAGEMENT OFFICE ATTN: DAVID A. FOXTON, M/S 180-801 4800 OAK GROVE DRIVE PASADENA, CA 91109-8099 </div>																				

Servicon Systems Inc.

Agreement

Between .

LIUNA and LIUNA Local 882

Covering

JPL

See Addendum 'A'

(• FILENAME JPLCBA-01-05 sig-ver•)

dated 9/20/01

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JPL SERVICE CONTRACT AGREEMENT

THE AGREEMENT made and entered into this 21st day of September 2001 by and between Servicon Systems Inc. (hereinafter referred to as the Employer), and the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, and its affiliated LOCAL UNION #882 or any other Local. Union designated by the Labors International Union (hereinafter referred to as the Union) as representative of the employees located at the Jet Propulsion Laboratory (JPL), :4800 Oak Drive, Pasadena CA 91109.

ARTICLE I - PURPOSE AND SCOPE

It is the intent and purpose of the parties hereto to set forth herein the basic agreement covering wages, hours of work and conditions of employment to be observed between the parties hereto, and to provide procedures for prompt, equitable adjustments of alleged grievances to the end that there shall be no work stoppages, strikes or lockouts during the life of this Agreement.

ARTICLE II - UNION RECOGNITION

Section 1. The Employer recognizes the Union as the sole exclusive collective bargaining representative of all janitorial employees of the Employer employed by the Employer at JPL with respect to wages, hours and all other terms and conditions of employment.

Section 2. This Agreement excludes the Project Managers, the Assistant Manager, Supervisors, Forepersons and Secretaries.

ARTICLE III - UNION SECURITY

Section 1. All present employees, who are members of the Union, on the effective date of this Agreement, shall remain members as a condition of employment. All present employees, who are not members of the Union, and all new employees hired hereafter shall, as a condition of employment, become members of the Union as of the effective date of this Agreement, or no later than the thirty first (31st) day of their employment, whichever occurs later. All employees shall remain members in good standing for the full term of this Agreement. Failure, to comply with this requirement shall be cause for discharge of the employee, upon written notification to the Employer, by the Union, that an employee has failed to tender the appropriate dues and fees uniformly imposed upon all employees in the bargaining unit.

Section 2. The foregoing provision shall not apply in any state to the extent that it may be prohibited by the state law. When work covered by this Agreement is to be performed upon property of the United States Government (as to which the provision of any state's "right-to-work" laws are inapplicable), all employees covered by this Agreement who are performing such work, shall be required, as a condition of continued employment on such property, to obtain membership in the Union no later than the thirty first (31st) day of such employment of the effective date of this Agreement whichever is later, and maintain such membership in the Union while so employed.

Section 3. Membership in the Union is separate, apart and distinct from the assumption by an employee of his/her equal obligation to the Union, insofar as he/she receives benefits equal to those received by other employees. The Union is required under this Agreement, to represent all of the employees in the bargaining unit, fairly and equally, without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not for members of the Union only. Accordingly, it is fair and equitable that each employee in the bargaining unit assume his/her fair share of meeting the Union's cost and expenses in performing its duties, as the exclusive bargaining representative.

Section 4. In accordance with the policy set forth under Section 3 of this Article all employees who are not members of the Union shall, as a condition of employment, pay to the Union, as the employee's exclusive bargaining representative, an amount of money equal to the Local Union's regular and uniformly imposed

initiation fees and dues. For present employees, such payments shall commence no later than the thirty first (31st) day of their employment.

Section 5. In the event that in any or all of the states described in Section 2 of this Article, a decision or action of the United States Congress, State Legislature, or a court or administrative board of competent jurisdiction shall make the "Union Shop" or "Agency Shop" a lawful practice, the same shall become operable immediately and shall apply to all present and future employees.

Section 6. The Union agrees to indemnify and save the Employer harmless against any claim, suits judgments or liabilities of any sort whatsoever arising out of the Employer's compliance with the provisions of this Union Security Article.

ARTICLE IV - DUES CHECKOFF

Section 1 The Employer agrees to honor checkoff cards, signed by individual employees, which authorizes the Employer to deduct from the employee's paycheck each month the dues and initiation fees as certified by the Union, and remit same within twenty (20) days prior to the first (1st) pay period of the following month. The Employer will furnish the Union with the names and addresses of all newly hired employees.

Section 2 The Employer agrees that it shall, if furnished with an employee's check-off card or other written authorization, deduct the sum certified by the Union as the amount owing for supplemental dues from the employee's paycheck each month, and remit same within twenty (20) days to the Secretary-Treasurer of the Union. Supplemental dues shall be in the amount of ten (10) cents for each hour worked or paid for in each payroll period. The Union agrees that in the event of any change in the amount of supplemental dues, it will notify the Employer twenty (20) days prior to the first (1st) pay period of the following month, and the employer shall deduct and remit that amount to the Union.

ARTICLE V - NO DISCRIMINATION

Neither the Employer nor the Union shall discriminate against or in favor of any employee on account of race, color; creed, national origin, political belief, sex, age, veterans status or disabled, because any employee exercised his/her rights under any federal or state law. All Employer policies, rules and interpretations of this Agreement shall be applied equally to employees in the bargaining unit.

ARTICLE VI - UNION REPRESENTATION

Section 1 The number and need of stewards shall be determined by the Union and appointments thereof will be made by the appropriate Business Manager. The Union agrees to limit the number of stewards to a maximum of one (1) per shift where possible.

Section 2. The Local Union shall supply the Employer in writing and shall maintain with the Employer on a current basis, a complete list of all authorized stewards, together with the designation of the group of employees each is authorized to represent.

Section 3. The Employer agrees to recognize the officers and duly designated representatives of the Local Union and shall be kept advised, in writing, by the Local Union of the names of its officers and representatives.

Section 4. The Employer agrees that in the event it is planned to transfer a steward, officer, or representative from one work shift and/or shop to another, it will inform the Local Union five (5) days prior to taking such action.

Section 5. Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that advance notice be given so that

such visits do not unduly interfere with the Employer's operation. All visits are subject to Government regulations.

ARTICLE VII - DISCHARGE OR SUSPENSION

Section 1. An employee shall be subject to immediate discharge but not limited to the following reasons:

- (a) Caught stealing.
- (b) Drinking alcoholic beverages or using illegal drugs while working.
- (c) Physical altercations.
- (d) Falsification of time sheets or time cards.
- (e) Failure to report to work without notice or excuse.
- (f) Unauthorized disclosure of Employer's proprietary documents, time sheets, pay cards, procedure manuals, etc. to anyone.
- (g) Direct and blatant disobedience of a direct instruction or request that leads to an unsafe incident.
- (h) Acceptance of a bribe or financial reward for any cause or reason.
- (i) Payment of a bribe or offering of a financial reward for any cause or purpose.
- (j) Unauthorized use of any Employer's vehicle.
- (k) Failure to complete assigned work without notifying management or supervisor that the work was uncompleted.
- (l) Any false statement made on the application for employment or other Employer's or client's document(s), or to the medical examiner.
- (m) Unauthorized possession of firearms or explosives within the facilities.
- (n) Employees restricted by the Government from entering the Government installation.
- (o) Sleeping on the job.
- (p) The unauthorized removal of the property of the Employer, coworker, client and/or any other facility personnel.
- (q) The written request for removal from the facility of an employee by the Employer's client.
- (r) Violation of the "No strike" provision(s) of this Agreement.

Section 2. Other than reasons identified above in Section 1, the Employer shall not discharge any employee without just cause, and with respect to any such discharge, the Employer shall give at least two (2) warning notices to the employee of any complaint against such employee, in writing, and a copy of the same to the Local Union. Once warning notices become twelve (12) months old, said notice shall be voided and not be operative in the future. , Warning notices of complaints against an employee need to be for similar reasons.

The following includes but does not limit the Employer's rules and regulations which shall not be permitted:

- (a) Gambling, including game of chance, operation of pools, lotteries, etc. within the facilities.
- (b) Amoral conduct or indecency on the premises.
- (c) Insubordination or refusal-or-intentional-failure-to-perform assignment, and/or failure to respond to emergency response procedure after duty hours.
- (d) Vending, soliciting, or collecting contributions for any purpose whatsoever, at any time on the premises, unless authorized.
- (e) Reporting to work drunk, with the indisputable odor of alcohol on breath or under the influence of illegal drugs.
- (f) Unauthorized break or extended break or lunch period.
- (g) Failure to report to work in a neat and clean fashion in proper uniform or approved attire.
- (h) Failure to wear provided name badge or ID card.
- (i) Unauthorized presence in any area not normally assigned to the employee(s).
- (j) Verbal altercation with superiors, peers or other facility personnel.
- (k) Interference with an inspection process or inspector.
- (l) Giving access to any person to any area (by key or lock combination under the control of the employee(s)).

- (m) Failure to maintain a reasonable means by which the Employer may contact the employee for duty.
- (n) Two (2) failure to report for duty when contacted for on-call assignments.
- (o) Reporting to work late without cause or excuse.
- (p) Leaving work or the work area before schedule completion or quitting time without prior approval.
- (q) Any moving vehicle violation while driving any Employers' vehicle or while en route from one job location to another
- (r) Poor job performance.

A warning for "poor job performance" routinely must consist of a minimum of three (3) similar incidents of unmistakable poorly performed work within a thirty (30) day period. Employees who have not completed all phases of the Initial Training- Program cannot be terminated for poor- job performance. Each--incident of poor performance must be documented and clearly due to the employee's. disregard for documented training, established procedures, the proper use of authorized materials or supplies, or verbal instructions. Poorly performed work is defined as any work that must be redone to meet acceptable standards or any work accomplished that initially does not meet established, acceptable and reasonable standards.

- (s) Leaving the job site with assigned keys that are to be secured on site.
- (t) Smoking, eating, or drinking in any are other than approved areas for that purpose.
- (u) Any violation of the Safe Practices Code or Employer's safety rules.
- (v) Employee misbehavior that reflects adversely upon the customer.
- (w) Excessive Absenteeism.

(1) Every absence from a scheduled assignment must be documented and recorded on the individual employee's attendance record. Absences are classified into two (2) separate categories:

(a) Excused Absences:

- (1) Sick leave claimed with a Doctor's or medical excuse slip to support each day of absence.
- (2) Bereavement leave for immediate family member.
- (3) Personal time off with adequate proof of reasonableness and just cause made at the discretion of the local manager.

(b) Unexcused Absences:

- (1) Sick leave claimed without a Doctor's or medical excuse to support each day of absence.
- (2) Personal time off without adequate proof of reasonableness and just cause made at the discretion of the local manager.
- (3) Vacation days taken off, which exceed the amount of vacation days accrued to that point.

(2) Absenteeism is considered to be "excessive" when repeated instances of absence whether excused or unexcused as defined above are of the magnitude to cause an employee to miss an average or more than one (1) day per month of scheduled work.

Employees found guilty of violating the Employer's rules and regulations may be warned, suspended without pay, or discharged in the following manner:

- | | |
|--|--|
| (a) First Offense: | Written oral warning and counseling |
| (b) Second Offense: | Written warning |
| (c) Third Offense,
within any twelve consecutive
month period: | Dismissal, or three (3) day suspension at the
Employer's discretion |

- | | | |
|-----|---|--|
| (d) | Fourth Offense,
within any twelve consecutive
month period: | Dismissal, or five (5) day suspension, at the
Employer's discretion |
| (e) | Fifth Offense,
within any twelve month
period: | Dismissal |

Section 4. Discharge or suspension must be by proper written notice to employee, shop steward, and a copy mailed to the Local Union affected.

ARTICLE VIII - GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. The parties to this Agreement, in the interest of resolving all disputes, complaints or grievances, in connection with the interpretation or application of the terms of this Agreement, have settled upon the following orderly and peaceful procedures:

Step One: The employee shall first discuss the issue with his/her immediate supervisor. If unable to resolve the issue, the employee shall then immediately report to his/her steward any complaints, disputes or grievances which he/she believes requires further adjustment. The steward, designated by the Union, shall immediately investigate to ascertain whether the complaint has merit and report the results thereof to the Union Business Manager. The Union shall be the sole judge as to the validity of any grievance and in the event of Business Manager believes the grievance has merit, he/she shall attempt to resolve the dispute with the Project Manager, within three (3) working days after notice thereof. If the dispute is not resolved within that period of time, the matter shall be referred to Step Two, in writing, within ten (10) days. If the matter is not referred within the ten (10) days, the matter shall be closed.

Step Two: The Business Manager shall refer the matter in writing, to the General President of the International Union or his designee, and a copy to the Employer. The two (2) parties will then meet in an effort to settle the grievance. If no satisfactory settlement is arrived at within five (5) days, either party may, within five (5) additional days, refer the matter to Step Three, Arbitration. The General President of the International Union, or his designee, shall have full authority to determine whether or not the Union wishes to process the grievance into Step Three, Arbitration.

Step Three: The Party invoking the provision of Step Three shall call upon the Federal Mediation and Conciliation Service to supply both the Employer and the Union with a list consisting of at least three (3) and not more than five (5) individuals who would serve as Arbitration. The parties may then invoke the usual procedures to strike off objectionable names. The decision of the Arbitrator shall be final and binding upon both parties. The cost of such arbitration shall be shared equally by both parties.

Section 2. The parties may, by mutual consent, select a mutually acceptable neutral individual to act as a temporary or permanent Arbitrator for disputes arising under the terms of this Agreement.

Section 3. No grievance concerning any disciplinary action up to and including termination from employment will be subject to the arbitration provisions of this Agreement unless the grievant files a written grievance with the Employer concerning said disciplinary action or termination within five (5) working days of any such disciplinary action or termination from employment.

Section 4. No grievance concerning any non-disciplinary issues will be subject to the arbitration provisions of this Agreement unless the grievant has filed a written grievance with the Employer within thirty (30) days of the alleged occurrence of the circumstances which gave rise to the grievance. For purposes of this Section, the thirty (30) days count down shall be construed to have begun when the grievant knew of or should have known the matter was subject to the, provisions of this Article. .

Section 5. Notwithstanding any other provisions of this Agreement, the Employer party to this Agreement may file a written grievance against the Union. Employer filed grievances shall commence with Step 2 of this

Article. The Employer shall follow the same sort of format as it would pertain to the Employer as the Union is required to follow at Step 2 and Step 3:

Section 6. The arbitrator's decision shall be final and binding upon the employee and the parties hereto. The jurisdiction and authority of the Arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the express provisions) of this Agreement. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to alter any wage rate or wage structure.

ARTICLE IX - SENIORITY

Section 1. Seniority is defined as the length of continuous service with the Employer and its predecessors at any location. When efficiency and capability are equal, the Employer shall recognize seniority in, shift assignments, transfers promotions, demotions, layoffs, recalls from layoffs and vacations. Seniority shall govern for purposes of all such changes in employee status at the Employer's locations within the same labor market area, which are covered by this Agreement.

Section 2. No employee shall acquire any seniority rights until he/she has been continuously employed by the present Employer for a period of sixty (60) calendar days.

Section 3. A break in seniority shall occur in the following events:

- (a) If an employee quits.
- (b) If an employee is discharged for cause.
- (c) If an employee takes an unauthorized leave of absence.
- (d) If an employee laid off for more than three (3) months.
- (e) If an employee leaves due to military TDY assignment.
- (f) Sixty (60) days after a promotion out of the bargaining unit.

Section 4. The Employer shall supply the Union with an up-to-date seniority list which shall be reviewed every six (6) months. The Union shall not release the seniority list, number of employees, man hours or any other confidential information to any other party without written permission from the Employer.

Section 5. Every new employee shall be on probation for a period of sixty (60) working days and during this probationary period, an employee may be dismissed for any reason by the Employer. Any employee so dismissed shall not have recourse to the arbitration procedures of this Agreement.

Section 6. Except as provided in Section 3 above, Supervisors coming back into the bargaining unit shall not be able to use the seniority accrued as a supervisor for bumping purposes.

ARTICLE X - PROMOTIONS

Section 1. The application of all candidates will be reviewed with full regard given to each candidate's skills, abilities and experience. In making selections for promotion within the bargaining unit, the Employer may consider willingness to relocate as criteria, however, all other factors being equal, the Employer agrees to promote the most senior employee. The Employer agrees to post all permanent shift openings.

ARTICLE XI - LEAVE OF ABSENCE

Section 1. - Personal Leave of Absence.

A leave of absence without pay for reasonable cause, as determined by the Employer, may be granted for a period up-to ninety (90) calendar days, with written approval of the employee's supervisor at least fifteen (15) days in advance of such leave of absence, providing the employee can be spared from his/her regularly

assigned job duties. Employees who are away for a period longer than the term of the leave of absence, or who accepts employment elsewhere without permission of the Employer during such leaves of absence, shall be considered to have voluntarily terminated their employment with the Employer. Employees shall not receive holiday pay for any holiday, which falls during the period they are on leave without pay. Except as provided in Article XVI Section 1, employees on leaves of absence without pay shall not receive any accrued vacation for those periods of absence.

Section 2. - Military Leave of Absence.

(a) The Employer and the Union agree to abide by the provisions of the Selective Service Act, and the Veteran's Reemployment Act, insofar as the provisions of said Acts apply to the rights of employees and the obligations of the Employer.

(b) Employees who are members of the National Guard and Military Reserve Units shall be granted necessary time off, without pay, in order that they may fulfill their military obligations. These employees must notify their supervisor immediately upon receiving notifications of training period or other obligations requiring a military leave of absence. Employees may elect to use earned vacation benefits (if eligible) during periods of military service.

(c) Active military personnel shall not be granted any leave of absence for any military TDY assignments by their military agency. Per Article IX, Section 3(e), an employee leaving his/her work due to a TDY assignment shall lose his/her seniority rights.

Section 3. - Injury or Sickness Leaves of Absence.

An employee desiring leave of absence from his/her employment shall secure written permission from the Employer. The maximum leave of absence shall be for ninety (90) days. Permission for leave must be secured from the Employer with a copy mailed to the Union. Granting of leave of absence shall be for the following reasons: sickness, death in the immediate family, Union activities, cases considered extreme hardship for an employee or any member of his/her immediate family, military duty, and in the case of compensation injuries or occupational disease. Leave of absence shall not cause a change in seniority date. If benefits accrue during a year in which a leave of absence is taken, they shall be prorated according to service during that year. Leave of absence for maternity and/or "FMLA" shall be granted in accordance with applicable law.

Section 4. - Medical Treatment.

The Employer provides Workmen's Compensation coverage for employees who sustain an injury or contract a sickness covered by Workmen's Compensation. The Employer will pay the injured or sick employee the difference between hours actually worked and hours scheduled on the date of the compensable injury.

ARTICLE XII - WAGES

Employees shall be paid wages, shift premiums and fringe benefits in accordance with the schedule of wages identified as Addendum A for each location. The rates of pay, shift premiums and fringe benefits; shall be negotiated between the Employer and designated representatives of the Local Union that has jurisdiction to represent the employees.

Section 1. Wages shall be paid bi-weekly and by check.

Section 2. A terminated or resigned employee shall receive his last check on the next regular payday. He must turn in all badges, uniforms and all other Employer's properties before he receives his last paycheck. Uniforms must be turned in to the Employer in a clean and unabused form.

ARTICLE XIII - SHIFT SCHEDULING, BASIC WORKWEEK, HOURS OF WORK & OVERTIME

All employees shall be assigned to work in accordance with hours of work and shifts determined by the Employer:

Section 1 - Workweek

The regular workweek for all employees shall begin and end at 12:00 midnight Sunday. The Employer will make every effort in scheduling to ensure that no employee works more than seven (7) consecutive days. Subject to the Employer's operational requirements the workweek shall be Monday through Friday eight (8) hours per day, forty (40) hours per week.

Section 2 - Days Off

Each full time employee shall have two (2) scheduled days off in each regular workweek. The Employer must notify the affected employee at least two (2) scheduled days off in each regular workweek. The Employer must notify the affected employee at least two (2) calendar days in advance of any change in regular "scheduled days off". Where employees are required to maintain continuous operation of department or assignments, days off may be fixed or rotated consistent with the requirements of the service. The Employer will make every reasonable effort to arrange work schedules so that a maximum number of employees will be off duty on two (2) consecutive days consistent with operational requirements.

Section 3 - Shifts

Shifts for all regular employees shall be established as follows:

- (a) Shifts will be established by the Employer to best accomplish the task and frequency schedules.
- (b) Employees transferred from one shift to another shall receive at least twenty four (24) hours notice except during an emergency.
- (c) Emergency Discontinuance of Operation

In the event of any emergency (e.g., severe weather conditions) requiring the discontinuance of the Employer's operations, employees will be released from work and/or will be excused from their obligation to report for work in accordance with directive which may be issued by the military command, and which applies to the operation of the military installation. The Employer shall not be required to pay wages unearned by employees as a result of such discontinuance of operation. Notwithstanding the above, if the Employer is reimbursed by the client, the Employer will pay effected employees for said lost time to the extent the Employer is reimbursed by the client.

- (d). All employees shall receive one (1) fifteen (15) minute rest period during each four (4) hours of work. Such rest periods shall be taken without loss of pay at a work location to be determined by the Employer. Employees scheduled to work less than four (4) hours in any one (1) workday, shall not be granted rest periods.
- (e) No employee shall be required to work more than four (4) hours without a lunch period. Meal periods shall be a minimum of one half (1/2) hour and a maximum of one (1) hour and shall be without pay.

Section 4 - Overtime

Overtime shall be paid at the rate of one and one half (1 1/2) times the straight hourly rate. Overtime may be defined as:

All work performed in excess of forty (40) hours in any workweek.

The Employer will distribute overtime work as is necessary, and as fairly as possible between employees affected by such overtime work.

The provisions of this Article shall not be construed as a limitation upon the number of hours per day, per week, the Employer may operate business or schedule its employees, nor shall it be construed as a guarantee of the minimum of hours available to employees.

ARTICLE XIV - SHOW UP AND REPORTING TIME

Any employee reporting for work at the regular starting time when he/she has not been notified not to report and for whom no work is provided, shall receive four (4) hours pay at his/her regular hourly rate. Any employee reporting, for work at the regular starting time, and who is placed at work, shall be paid for no less than four (4) hours at his/her regular rate, even though four (4) hours have not been worked. If more than four (4) hours are worked in any one (1) shift, an employee shall receive pay for actual hours worked. Any employee call; in outside his/her regular working hours, or on his/her scheduled day/s off, shall be guaranteed a minimum of three (3) hours pay at the regular rate.

ARTICLE XV - HOLIDAYS

Section 1. Employees shall be entitled to the number of paid holidays as identified in addendum A covering their location. Any employee who is absent without an acceptable excuse on the scheduled workday immediately preceding, and/or the scheduled workday immediately following a holiday because of illness attested to by a physician, or death in his/her immediate family, such fact shall constitute an acceptable excuse. (Immediate family shall include spouse, parent, brother sister, and children).

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Section 2. The holidays as listed in addendum A will be observed as non-work days. Whenever such holidays as determined fall on a Saturday and the activity, except those required to operate during holiday periods, may be closed to public business on the preceding Friday, or the succeeding Monday, in lieu of such holidays, then such Friday or Monday shall be deemed to be a holiday. Any of these holidays can be substituted for the holidays observed by the Employer's client. The Employer shall prepare the list of substituted holidays and send same list to the Union as soon as the Employer is advised of the aforementioned substituted holidays by the Employer's client.

In locations where there are more than ten (10) holidays, the additional holidays shall be specified on the addendum A and in the Department of Labor Wage Determination.

Section 3. Employees working on a holiday shall receive pay for hours worked that day, plus their holiday pay.

Section 4. Employees not working on a holiday will receive the same pay as they would normally receive on a regular workday.

Section 5. If one (1) of the aforementioned holidays falls within an employee's scheduled vacation, such employee shall receive one (1) additional day of paid vacation.

Section 6. In order for an employee to be entitled to receive pay for holidays not worked, he/she must have been an employee of the company for sixty (60) days.

Section 7. In the event the Employer's client grants additional paid holidays during the term of this Agreement said holiday(s) will be granted to the Employer's employees to the extent the Employer is reimbursed by its client.

Holiday pay shall be computed as follows:

(a) Regular full time and/or part time scheduled employees shall be paid their normal scheduled number of hours times their hourly wage rate for each of the listed holidays. For example, employees normally scheduled to work eight (8) hours per day, five (5) days per week, shall receive eight (8) hours pay for each holiday. Employees normally scheduled to work four (4) hours per day, five (5) days per week, shall receive four (4) hours pay for each holiday. Employees required to Work ^or%, any listed holiday shall receive straight time pay for their actual hours worked on the holiday, in addition to their holiday pay.

(b) Call-in and/or casual employees shall receive holiday pay based on the following:

In computing the number of hours for which an employee is entitled to compensation, the proportion which the average number of hours worked by an employee during the preceding normal workweek amount to forty (40) hours shall be applied to eight (8) hours to determine the number of paid hours said employee is entitled to receive. For example if an employee worked thirty (30) hours during the normal workweek preceding the holiday week, his/her holiday pay would be computed by taking the thirty (30) hours, dividing by five (5), resulting in six (6) hours holiday pay. Any work performed on a holiday will be paid at the employee's regular rate of pay in addition to the holiday pay.

ARTICLE XVI - VACATIONS

Section 1. Employees shall receive paid vacation as identified in Addendum A covering their location. Each week of vacation pay shall be figured on the basis of the employee's average number of hours worked in the prior year multiplied by the employee's straight time hourly wage rate. Up to thirty (30) days per year time lost by regular employees for reasons, such as, temporary layoff, approved leave of absence and illness shall be counted as time worked by the Employer for the purpose of calculating vacation pay. Vacation pay for part-time and casual employees shall be prorated to the average number of hours worked in the prior year.

Section 2. The Employer shall offer the employees the opportunity to request their vacation in advance for approval. This vacation schedule shall be approved no later than March 15 of each year. In selection of vacations, the employees seniority shall be the determining factor. Once the vacation schedule is completed and approved, it can not be arbitrarily changed by the Employer. Vacations must be used within the twelve (12) months following the employee's anniversary date.

Section 3. Notwithstanding that an employee is otherwise entitled to a vacation, and has qualified for same, he/she forfeits all vacation pay or privileges if prior to taking his/her vacation, he/she quits without giving the Company one (1) week's written notice of his/her intention to quit. He/she also forfeits his/her vacation pay or privileges if he/she repeatedly, (two (2) times or more) fails to report to work without notice to the Employer. This is grounds for removal for cause pursuant to Article VII.

ARTICLE XVII - SICK LEAVE'

Employees shall be entitled to sick leave, with pay, at the employees regular rate of pay, as identified in Addendum A covering their location. The Employer may require medical proof of illness for absence with sick leave. No sick leave pay shall be made for less than one half (1/2) day. If an employee works more than one half (1/2) day, the employee shall only be paid for hours worked and will receive no sick leave pay. Except as provided for elsewhere in Addendum A, there shall be no cash payment for unused sick leave.

ARTICLE XVIII - RESERVED

ARTICLE XIX - HEALTH AND WELFARE

Section 1. The Employer shall contribute for each hour for which an employee covered by this Agreement is entitled to pay, to the Laborers' National Health and Welfare Fund in accordance with Addendum B to this Agreement. The Employer is required to pay the wages and fringe benefits specified in the wage

determination only after the contract with Government Agency is modified to reflect the adjustments. However, in no event shall the Employer be required to contribute in excess of the amounts listed in Addendum "A" for any reason whatsoever.

ARTICLE XX - PENSION

The Employer shall contribute for each hour for which an employee covered by this agreement is entitled to pay, to the Laborers' International Union of North America National (Industrial) Pension Fund in accordance with Addendum B to this Agreement.

ARTICLE-XXI - HIRING OF EMPLOYEES

Section 1. The Employer agrees that it will contact the Union office and give the Union an opportunity to furnish all classes of employees covered by this Agreement, but if it cannot supply the needed personnel, the Employer may obtain applicants from any and all sources for the particular requirement. The Union shall endorse any requirements for hiring employees who would be trainees under federal controls (WINS).

Section 2. Selection of applicants for referral to, or for employment on jobs, shall be on a non-discriminatory basis and shall not be based on, or in any way affected by Union membership, bylaws, rules, regulations constitutional provisions or any other obligation or aspect of Union membership, policies or requirements.

Section 3. When the Employer is awarded a new service contract in a location where the Laborers' International Union already represents employees through a prior collective bargaining agreement with the predecessor contractor, the Employer signatory to this Agreement agrees to retain the necessary number of employees of the predecessor contractor required for Service Contract performance, Article IX, Seniority, shall be applicable in the above.

Section 4. As a condition of employment, the Union agrees that all employees will maintain a current means by which they can be contacted to report for work. This requirement is important especially in respect of huge quantities of on-call work at the Employer's premises. This condition is also critical when considering the Employer's requirement for employees to respond and report for work in cases of mass casualties, large scale emergencies and disasters.

ARTICLE XXII - WASH AND WEAR UNIFORMS

Section 1. The Employer shall provide three (3) initial wash and wear uniforms for each employee to wear. One (1) additional new wash and wear uniform shall be provided to each employee, without cost, every twelve (12) months. The employees shall launder and maintain their uniforms at their own expense.

Section 2. The Employer and the Union agree in the event the Employer determines it necessary to implement a reasonable refundable uniform deposit policy to employees covered by this Agreement, the Parties shall meet to discuss its impact and effect on the bargaining unit employees prior to the Employer's implementation of said uniform deposit policy

ARTICLE XXIII - TRAINING

Section 1 The Employer shall contribute for each hour for which each employee covered by this Agreement is entitled to pay, to the Laborers- Employers Service Contract Education and Training Fund at the rate set forth in Addendum A to this Agreement. The Employer and the Union hereby adopt the Agreement and Declaration of Trust establishing said Fund, a copy of which has been provided to each, and agree to comply therewith.

Section 2 The Employer shall submit contributions due for work performed during a month to the Fund by the twentieth (20th) day of the immediate following month and shall also submit to the Fund such reports as the Fund's Board of Trustees deems necessary to verify the Employer's contributions. Interest at the rate of one and half percent (1 .5%) per month compounded shall be assessed against the Employer for all contributions

past due for more than thirty (30) days unless expressly waived in whole or part by the Board of Trustees. If the Employer becomes delinquent in making required contributions or reports to the Fund, the Union and the Fund shall have the right to take whatever steps they deem appropriate to secure compliance by the Employer with its obligations, notwithstanding any provision of this Agreement to the contrary. The Fund shall be entitled to have a certified public accounting firm audit the payroll and other records of the Employer solely for purpose of verifying the accuracy, of contributions to the Fund.

ARTICLE XXIV – MISCELLANEOUS

Section 1. The Employer will provide facilities where all employees may eat their meals at their regularly scheduled times, provided such facilities are made available by the client of the Employer.

Section 2. The Employer agrees to give the International Union a copy of the Employer's written personnel policies and copies of the job descriptions for all classifications in the bargaining units. If no job description exists for a job classification, it will be immediately negotiated jointly by the Union and the Employer.

Section 3. Supervisors and other personnel outside the bargaining unit shall not regularly perform bargaining unit work so as to replace bargaining unit employees. The parties to this Agreement recognize however, that such activity may be necessary from time to time to ensure the efficient and profitable operation of the Employer and therefore, agree that such activity is not violative of the provision to this Agreement.

ARTICLE XXV - NO STRIKES-NO LOCKOUTS

Section 1. It is the intent and purpose of the parties hereto, set forth herein, this basic Agreement covering wages, hours of work and other terms and conditions of employment to be observed by the parties and to provide a procedure for the prompt and equitable resolution of disputes and grievances arising between the parties. Accordingly, it is agreed that there shall be not interruptions in, or impediments to the Employer's operations, or any stoppages strikes, or lockouts during the life of this Agreement arising out of such dispute or grievance. Instead, such disputes and grievances shall be peacefully resolved under the grievance procedure provided in Article VIII.

Section 2. It is agreed that in all cases of any unauthorized strikes, slowdowns, walkouts, or any other unauthorized acts of the employees of the Employer, or of any affiliated Local Union and/or District Council, or official thereof, the Union shall promptly undertake to induce employees to return to their jobs and to process any dispute under Article VIII and no liability shall attach to the Union unless, and until, any such unauthorized act has been expressly ratified by the Union.

ARTICLE XXVI - INVALIDITY

In the event that any term or provision of this Agreement shall be declared in violation of federal or state law, or shall, through action of any federal or state legislation become unlawful, such term or provision shall be void and of no effect in that particular jurisdiction. All other terms and conditions of this Agreement shall remain in full force and effect. In the event any authorized Government Agency or court of competent jurisdiction determines that the wages and fringe benefits contained in Addendum A are improper, the Employer shall be obligated to pay only the wages and fringe benefits specified in the appropriate wage determination issued by the Department of Labor during the period the union is appealing such action. If the Union's appeal is successful, the Employer's obligation will be governed by the terms of the modified wage determination issued as a result of the appeal providing that the Employer's fixed cost contract has been increased accordingly.

ARTICLE XXVII - HEALTH AND SAFETY

The Employer and the Union agree that they will cooperate in the enforcement of Health and Safety standards and rules that may be established by the Employer in compliance with OSHA or other statutory regulations.

ARTICLE XXVIII - PHYSICAL EXAMINATION

If required by the Contracting Agency, the Employer may require an employee to undergo a physical examination and it shall have the right to select the examining physician, request the physician to conduct specific tests and to receive a written report from the physician as to his/her findings. Such reports shall be considered and treated in a confidential manner by the Employer. The total cost of such physical examinations, exclusive of any treatment given, shall be borne by the Employer.

ARTICLE XXIX - MANAGEMENT CLAUSE

Section 1. The Employer retains the sole rights in its discretion to manage its business, to hire, discharge for cause, lay off assign, transfer and promote its employees, to determine the starting and quitting time and the number of hours to be worked and all other rights and prerogatives subject only to such regulations and restrictions governing the exercise of these rights as expressly provided in this Agreement.

Section 2. The execution of this Agreement shall not create any vested rights in the employees of the Employer and all rights not specifically relinquished by the Employer in this Agreement shall remain the Employer's.

ARTICLE XXX - ENTIRE AGREEMENT

This Agreement contains the entire understanding, undertaking and agreement of the Employer and the Union. Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Employer and the Union.

ARTICLE XXXI – RE-OPENER CLAUSE FOR LOCAL WAGE ADDENDA

The Employer and the Local Union agree to meet for the purpose of negotiating local area wages and fringe benefits to be attached as Addendum A. The Local Union shall notify the International Union, prior to its request to the Employer, to negotiate local addenda. By mutual agreement between the Employer and the Local Union, these negotiations shall commence between sixty (60) and one hundred twenty (120) days prior to the expiration date of the Employer's contract with the federal installation described in Addendum A.

ARTICLE XXXII - SUCCESSORS AND ASSIGNEES

The Agreement shall be binding upon, and shall ensure to the benefit of the parties hereto, their successors and assignees.

ARTICLE XXXIII - SAVINGS CLAUSE

In the event that any term or provision of this Agreement shall be declared in violation of state or federal law, or shall, through action of any federal or state legislation become unlawful, such term or provision shall be void and of no effect in that particular jurisdiction. All other terms and conditions of this Agreement shall remain in full force in effect.

ARTICLE XXXIV - EFFECTIVE DATE AND DURATION

This Agreement, entered into this 21st day of September 2001, shall be binding upon the parties hereto, their successors in the employing industry and their administrators, executors and assignees, and shall remain in full force and effect until September 16, 2005 and shall continue in effect from year to year thereafter; unless written notice is given by the Union or the Employer ninety (90) days prior to the expiration date of its desire to modify, amend or terminate this Agreement. The parties shall begin good faith bargaining within fifteen (15) days after receipt of such notice. Addenda attached hereto will be opened annually for renegotiating wages, fringes etc., as set forth in said Addenda. If the parties are unable to agree to changes in the aforementioned

conditions, the parties shall be free to resort to economic recourse, notwithstanding the provisions of this Agreement.

ARTICLE XXXV - DRUG ABUSE PREVENTION & DETECTION

The parties recognize the problems which drug abuse has created in all industries and the need to develop drug abuse prevention programs. Accordingly, the parties agree that in order to enhance the safety of the workplace and to maintain a drug free work environment, the Employer may require applicants or employees to undergo drug screening. The following terms have been agreed upon by the Union and the Employer.

- (a) It is understood that the use, possession, transfer or sale of illegal drugs, narcotics or other unlawful substances, is prohibited while employees are on the Employer's job premises or while working on any site in connection with work performed under the applicable Agreement.
- (b) The Employer may require that an employee be tested for drugs where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Observation must be made by at least two (2) persons. This provision shall be applied in a non-discriminatory manner. Supervisors will administer the program in a fair and confidential manner. For employees who refuses to take a test where the prerequisites set forth in this paragraph have been met, there will be a rebuttable presumption that the result would have been positive for an unlawful substance. All costs associated with this testing shall be the sole responsibility of the Employer.
- (c) The Employer may require that an employee who contributed to an accident and/or submitted a report of personal injury in the workplace, be tested for drugs where the Employer has reasonable cause to believe that the accident or injury resulted from drug usage, e.g., performance, significant attitude change, absenteeism, etc. All costs associated with this testing, shall be the sole responsibility of the Employer.
- (d) There will be no random drug testing by the signatory Employer.
- (e) A sufficient amount of a sample shall be taken to allow for an initial test and a confirmation test. The initial test will be by Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the employee or applicant. The confirmation test will be by Gas Chromatography - Mass Spectrometry (GC/MS). Testing standards for both the initial test and confirmation test will be those established by the National Institute of Drug Abuse. Confirmed positive samples will be retained by the testing laboratory in a secured long term frozen storage for a minimum period of one (1) year. Handling and transportation of each sample must be documented through a strict chain of custody procedures. All costs associated with this testing shall be the sole responsibility of the Employer.
- (f) Present employees, if tested positive, shall have the prerogative for a rehabilitation program at the employee's expense. When such program is successfully completed, the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she shall be reinstated.
- (g) Any dispute which arises under this drug policy shall be submitted to the grievance and arbitration procedure set forth in the applicable Agreement.
- (h) The establishment or operation of this drug policy shall not curtail any right of an employee found in any law, rule or regulation. Should any part of this policy be found unlawful by a court of competent jurisdiction or public agency having jurisdiction over the parties, the remaining

portions of the policy shall be unaffected and the parties shall enter negotiations to replace the affected provision.

- (I) The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits or liabilities that may arise solely out of the Employer's application of the Substance Abuse Program.

IN WITNESS WHEREOF, the parties hereto set their hands this 13 day of September 2001.

FOR THE UNION
LABORERS INTERNATIONAL UNION
Original Signed on 9/13/01

FOR THE EMPLOYER
SERVICON SYSTEMS, INC.
Original Signed on 10/12/01

ADDENDUM "A"

To the collective bargaining agreement between the Labors" International Union
of North America, AFL-CIO

and

Servicon Systems Inc

At

Jet Propulsion Lab Day, 15 years Pasadena, CA

Item	Classification	Present Rate 09-21-01	Rate Effective
Hour Wages	Janitor	9.71	10.06 (09-21-02)
			\$10.40 (09-21-03)
			11.00 09-21-04
	Re-lampers	13.10	13.45 09-21-02
			13.80 09-21-03
			14.40 09-21-04
	Utility Cleaners	10.71	11.06 09-21-02
			11.40 09-21-03
			\$12.00 (09-21-04)
Health & Welfare		\$1.40 per monthly hours paid. Plan "I"	\$2.70 per monthly hours paid. (01-01-03) Plan "II"
			\$2.90 per monthly hours paid (01-01-04) Plan "II"
			Health and Welfare Rate Re-opener (09-21-04)
Pension		\$0.20 (20) cents per hour	\$0.25 (25) cents per hour (09-21-04)
Holidays		New Years, A day to be named, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, after Thanksgiving Day, Christmas Day.	Any of the holidays may be substituted for holidays observed by the Employer's client
Vacations	2 weeks after 1 year 3 weeks after 5 years 4 weeks after 15years		
Paid Sick leave	\$0.11 (11) cents per each paid hour, paid each pay period		\$0.16 (16) cents per each paid hour, paid each pay period (09- 21-04)
Training Fund	None		\$0.10 (10) cents per each paid hour (09-21-02)

The parties have negotiated and agreed to the above changes in the articles covering wages and fringe benefits

LABORERS' INTERNATIONAL
UNION
OF NORTH A RICA, AFL-CIO

Humberto Gomez

Date:
(original signed 9/20/01)

SERVICON SYSTEMS INC.

Laurie Sewell
Vice President

ADDENDUM "B"

Pension and Health and Welfare Benefit Funds

The Employer has agreed to make pension and health and welfare fund contributions on behalf of every employee covered by the Agreement. This Addendum sets forth more particularly the terms and conditions of the Employer's contribution obligations to these funds, subject to any rights reserved by the fund's trustees to accept or not accept the unit of employees covered by the Agreement into participation.

Section 1: LIUNA National (Industrial) Pension Fund

(a) The Employer shall contribute to the Laborers' International Union of North America National (industrial) Pension Fund for each hour for which an employee covered by this Agreement is entitled to pay, including hours of paid vacation, paid holidays and other periods for which pay is - or owed to an employee. The hourly contribution rate shall be the rate set forth in Addendum A to the Agreement. Contributions to the Fund for an employee shall commence with the employee's first (1st) day of employment in a classification covered by the Agreement.

(b) Contributions to the Fund shall be due on a monthly basis and specifically by the twentieth (20th) day of the first month following the month during which the contributions accrued, unless otherwise expressly required by the Fund's Board of Trustees. The Employer shall **also** submit to the Fund **on** a monthly basis such contribution reports as the Board of Trustees may require to verify the amount of contributions owed (if any) for the preceding month. Such reports shall be submitted to the Fund on the same schedule as contributions and shall be submitted even if the employees performed no work and no contributions are owed to the Fund for the month covered by the report.

(c) The Fund shall have the right and authority to have a certified public accounting firm audit the payroll and other records of the Employer for purposes of verifying the accuracy of the contributions made to the Fund by the Employer, verifying employee eligibility and other purposes necessary for administration of the Fund. The Employer and the Union also agree to provide the Fund with any and all truthful information necessary for administration of the Fund.

(d) All contribution payments shall be made payable to the "LIUNA National (industrial) Pension Fund" and sent to the Fund at 906 16th Street NW, Washington, DC 20006.

(e) If the Employer fails to submit contributions or contribution reports to the Fund when due, it shall be considered in default and shall be subject to charges for interest, liquidated damages, attorneys fees, costs, audit fees and other costs of collection in accordance with the Fund's Agreement and Declaration of Trust. The Fund shall have the right to take any and all lawful action to secure payment of contributions and submission of the commencement of legal proceedings against the Employer and others acting on its behalf. The Employer's obligations with respect to the Fund shall not be subject to any grievance or arbitration procedure provided under the Agreement. The Union shall have the right to take whatever Steps it deems necessary to secure compliance by the Employer with its contribution obligations.

(f) The Employer and the Union agree to accept, be bound by and comply fully with a copy of the Fund's Agreement and Declaration of Trust, a copy of which has been provided to both.

Section 2: Laborers' National Health and Welfare Fund

(a) Each employee covered by the Agreement shall be covered by the following benefit plans) offered by the Laborers' National Health and Welfare Fund, subject to the plan's eligibility rules and the Fund's right to withhold payment of benefits in the event that the Employer fails to make the contributions required hereunder or otherwise defaults on its obligations hereunder.

PLAN II (Effective 01-01-02, replaces Plan I)

PLAN III

PLAN IV (ONLY WITH PRIOR APPROVAL OF THE BOARD OF TRUSTEES)

DENTAL (OPTIONAL FOR PLANS I, II OR III)

(b) The Employer shall contribute to the Fund for each hour for which each employee covered by this Agreement is entitled to pay, including hours of paid vacation, paid holidays and other periods for which pay is paid or owed to an employee. The hourly contribution rate shall be the rate set forth in Addendum A to the Agreement. Contributions to the Fund for an employee shall commence with the employee's first (1st) day of employment in a classification covered by the Agreement.

(c) Contributions

to the Fund shall be due on a monthly basis and specifically by the twentieth (20th) day of the first (1st) month following the month during which the contributions accrued, unless otherwise expressly required by the Fund's Board of Trustees. The Employer shall also submit to the Fund on a monthly basis such contribution reports as the Board of Trustees may require to verify the amount of contributions owed (if any) for the preceding month. Such reports shall be submitted even if the employees performed no work and no contributions are owed to the Fund for the month covered by the report.

(d) The Fund shall have the right and authority to have a certified public accounting firm audit the payroll and other records of the Employer for purposes of verifying the accuracy of the contributions made to the Fund by the Employer, verifying employee eligibility and other purposes necessary for administration of the Fund. The Employer and the Union also agree to provide the Fund with any and all truthful information necessary for administration of the Fund.

(e) All contribution payments shall be made payable to Zenith Administrators, Inc., 111 Massachusetts Ave., NW., Suite 100, Washington, DC 20001.

(f) If the Employer fails to submit contributions or contribution reports to the Fund when due, it shall be considered in default and shall be subject to charges for interest, liquidated damages, attorneys fees, costs, audit fees and other costs of collection in accordance with the Fund's Agreement and Declaration of Trust. The Fund shall have the right to take any and all lawful action to secure payment of contributions and submission of the commencement of legal proceedings against the Employer and others acting on its behalf. The Employer's obligations with respect to the Fund shall not be subject to any grievance or arbitration procedure provided under the Agreement. The Union shall have the right to take whatever Steps it deems necessary to secure compliance by the Employer with its contribution obligations.

(g) Notwithstanding the foregoing, it is understood that the Fund's Board of Trustees shall have the right to modify the contribution rates required to maintain a particular level of benefits during the term of the Agreement. If the Board of trustees exercises that right, the Employer shall have the right to terminate participation in the Fund subject to any bargaining or other legal obligations it may owe to the Union. Participation shall not be deemed terminated under the terms of this paragraph until written notice thereof is received in the office of the Fund's Administrator.

(1) The Employer and the Union agree to accept, be bound by and comply fully with the terms of the Fund's Agreement and Declaration of Trust, a copy of which has been provided to both.

Letter of Understanding

July 26, 2001

During the course of the negotiations for a successor agreement to the JPL CBA (9801), the Union and the Employer disagreed as to the applicability of route seniority under the aforementioned CBA.

The parties agree to settle this matter as follows: 1) the term "shift assignments" does not include route assignments; 2) In the event of any route openings, the Employer will consider all requests of otherwise qualified senior employees for a change in route assignments.

Agreed and Accepted:
Laborers International Union
of North America , FL_CIO,
Local 882.

Agreed and Accepted
Servicon Systems Inc.

Letter of Understanding

July 26, 2001

During the course of the negotiations JPL CBA (01-05), the Union and the Employer agreed to utilize two (2) more classifications in addition to that of janitor.

- (1) Re-lamper - Duties include but not limited to any of the following:
The replacing of light bulbs; and diffusers.
- (2) Utility Cleaner - Duties include but not limited to any of the following: The stocking of major supply areas; and on occasion assists the Re-lampers, and maintains waterless urinals.

Agreed and Accepted:
Laborers International Union
of North America , FL_CIO,
Local 882.

Agreed and Accepted
Servicon Systems Inc.

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

William W. Gross Director Division of
Wage Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No.: 1994-2047
Revision No.: 18
Date of Last Revision: 05/31 /2001

State: California

Area: California Counties of Los Angeles, Orange

** Fringe Benefits Required Follow the Occupational Listing **

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	10.25
Accounting Clerk II	11.17
Accounting Clerk III	13.08
Accounting Clerk IV	14.97
Court Reporter	14.89
Dispatcher, Motor Vehicle	14.89
Document Preparation Clerk	12.27
Duplicating Machine Operator	12.27
Film/Tape Librarian	12.84
General Clerk I	8.07
General Clerk II	9.87
General Clerk III	12.14
General Clerk IV	13.86
Housing Referral Assistant	16.63
Key Entry Operator I	9.38
Key Entry Operator II	11.80
Messenger (Courier)	9.28
Order Clerk I	11.81
Order Clerk II	12.81
Personnel Assistant (Employment) I	12.45
Personnel Assistant (Employment) II	13.97
Personnel Assistant (Employment) III	18.12
Personnel Assistant (Employment) IV	21.77
Production Control Clerk	16.13
Rental Clerk	12.64
Scheduler, Maintenance	12.64
Secretary I	12.64
Secretary II	15.47
Secretary III	16.63
Secretary IV	19.43
Secretary V	23.16
Service Order Dispatcher	12.84
Stenographer I	12.33
Stenographer II	13.85
Supply Technician	19.44
Survey Worker (Interviewer)	14.66
Switchboard Operator-Receptionist	10.68
Test Examiner	15.47
Test Proctor	15.47
Travel Clerk I	10.18
Travel Clerk II	11.08
Travel Clerk III	11.83
Word Processor I	12.94
Word Processor II	13.79
Word Processor III	15.90
Automatic Data Processing Occupations	

Computer Data Librarian	12.71
Computer Operator I	12.71
Computer Operator II	14.68
Computer Operator III	17.75
Computer Operator IV	20.95
Computer Operator V	23.20
Computer Programmer I (1)	15.86
Computer Programmer II (1)	18.64
Computer Programmer III (1)	23.36
Computer Programmer IV (1)	27.44
Computer Systems Analyst I (1)	24.40
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.63
Peripheral Equipment Operator	13.67
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	19.28
Automotive Glass Installer	17.94
Automotive Worker	17.94
Electrician, Automotive	18.69
Mobile Equipment Servicer	16.15
Motor Equipment Metal Mechanic	19.45
Motor Equipment Metal Worker	17.94
Motor Vehicle Mechanic	19.16
Motor Vehicle Mechanic Helper	14.95
Motor Vehicle Upholstery Worker	17.19
Motor Vehicle Wrecker	17.94
Painter, Automotive	18.69
Radiator Repair Specialist	17.84
Tire Repairer	15.47
Transmission Repair Specialist	19.45
Food Preparation and Service Occupations	
Baker	11.95
Cook 1	10.78
Cook II	11.95
Dishwasher	7.66
Food Service Worker	7.59
Meat Cutter	11.95
Waiter/Waitress	8.40
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	18.52
Furniture Handler	12.42
Furniture Refinisher	18.52
Furniture Refinisher Helper	14.82
Furniture Repairer, Minor	17.04
Upholsterer	18.52
General Services and Support Occupations	
Cleaner, Vehicles	7.96
Elevator Operator	8.60
Gardener	12.40
House Keeping Aid I	7.59
House Keeping Aid II	8.60
Janitor	8.60
Laborer, Grounds Maintenance	9.66
Maid or Houseman	7.59
Pest Controller	13.16
Refuse Collector	8.73
Tractor Operator	11.51
Window Cleaner	9.52
Health Occupations	
Dental Assistant	12.21
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.28
Licensed Practical Nurse I	12.95
Licensed Practical Nurse II	14.54
Licensed Practical Nurse III	16.26

Medical Assistant	11.55
Medical Laboratory Technician	11.87
Medical Record Clerk	11.87
Medical Record Technician	14.30
Nursing Assistant I	7.49
Nursing Assistant II	8.43
Nursing Assistant III	9.19
Nursing Assistant IV	10.32
Pharmacy Technician	12.87
Phlebotomist	10.32
Registered Nurse I	19.26
Registered Nurse II	24.58
Registered Nurse II, Specialist	24.58
Registered Nurse III	29.87
Registered Nurse III, Anesthetist	29.97
Registered Nurse IV	37.16
Information and Arts Occupations	
Audiovisual Librarian	18.98
Exhibits Specialist I	18.34
Exhibits Specialist II	22.72
Exhibits Specialist III	25.61
Illustrator I	18.34
Illustrator II	22.72
Illustrator III	25.61
Librarian	22.96
Library Technician	16.27
Photographer I	16.42
Photographer II	19.86
Photographer III	24.61
Photographer IV	27.74
Photographer V	33.56
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	18.52
Tool and Die Maker	23.95
Material Handling and Packing Occupations	
Forklift Operator	12.95
Fuel Distribution System Operator	16.01
Material Coordinator	16.34
Material Expediter	16.34
Material Handling Laborer	11.47
Order Filler	12.38
Production Line Worker (Food Processing)	14.22
Shipping Packer	11.12
Shipping/Receiving Clerk	11.12
Stock Clerk (Shelf Stocker-, Store Worker II)	12.20
Store Worker I	9.38
Tools and Parts Attendant	14.35
Warehouse Specialist	14.22
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	19.28
Aircraft Mechanic Helper	14.82
Aircraft Quality Control Inspector	20.07
Aircraft Servicer	17.04
Aircraft Worker	17.78
Appliance Mechanic	18.52
Bicycle Repairer	15.47
Cable Splicer	21.36
Carpenter, Maintenance	19.36
Carpet Layer	17.78
Electrician, Maintenance	23.43
Electronics Technician, Maintenance I	16.80
Electronics Technician, Maintenance II	21.87
Electronics Technician, Maintenance III	25.51
Fabric Worker	17.04
Fire Alarm System Mechanic	19.28

Fire Extinguisher Repairer	16.01
Fuel Distribution System Mechanic	19.28
General Maintenance Worker	17.78
Heavy Equipment Mechanic	19.86
Heavy Equipment Operator	22.17
Instrument Mechanic	20.16
Laborer	8.73
Locksmith	18.52
Machinery Maintenance Mechanic	18.57
Machinist, Maintenance	20.17
Maintenance Trades Helper	14.82
Millwright	21.56
Office Appliance Repairer	18.52
Painter, Aircraft	18.52
Painter, Maintenance	18.52
Pipefitter, Maintenance	19.82
Plumber, Maintenance	19.04
Pneudraulic Systems Mechanic	19.28
Rigger	21.90
Scale Mechanic	17.78
Sheet-Metal Worker, Maintenance	19.28
Small Engine Mechanic	17.78
Telecommunication Mechanic I	19.28
Telecommunication Mechanic II	20.91
Telephone Lineman	19.28
Welder, Combination, Maintenance	19.28
Well-Driller	19.28
Woodcraft Worker	19.28
Woodworker	16.01
Miscellaneous Occupations	
Animal Caretaker	9.21
Carnival Equipment Operator	10.01
Carnival Equipment Repairer	10.78
Carnival Worker	7.59
Cashier	9.73
Desk Clerk	12.65
Embalmer	17.49
Lifeguard	9.80
Mortician	17.63
Park Attendant (Aide)	12.32
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.27
Recreation Specialist	15.25
Recycling Worker	11.51
Sales Clerk	10.67
School Crossing Guard (Crosswalk Attendant)	7.59
Sport Official	9.80
Survey Party Chief (Chief of Party)	25.88
Surveying Aide	14.24
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	19.50
Swimming Pool Operator	13.74
Vending Machine Attendant	11.51
Vending Machine Repairer	13.74
Vending Machine Repairer Helper	11.51
Personal Needs Occupations	
Child Care Attendant	11.00
Child Care Center Clerk	13.72
Chore Aid	8.05
Homemaker	16.44
Plant and System Operation Occupations	
Boiler Tender	19.28
Sewage Plant Operator	21.30
Stationary Engineer	21.30
Ventilation Equipment Tender	17.08
Water Treatment Plant Operator	21.30
Protective Service Occupations	

Alarm Monitor	14.68
Corrections Officer	22.05
Court Security Officer	22.10
Detention Officer	22.10
Firefighter	22.15
Guard I	7.04
Guard II	14.68
Police Officer	27.07
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	17.07
Hatch Tender	17.07
Line Handler	17.07
Stevedore I	17.90
Stevedore II	19.48
Technical Occupations	
Air Traffic Control Specialist, Center (2)	28.68
Air Traffic Control Specialist, Station (2)	19.77
Air Traffic Control Specialist, Terminal (2)	21.78
Archeological Technician I	16.39
Archeological Technician II	18.34
Archeological Technician III	22.72
Cartographic Technician	26.13
Civil Engineering Technician	23.72
Computer Based Training (CBT) Specialist/ Instructor	21.22
Drafter I	15.54
Drafter II	17.43
Drafter III	21.09
Drafter IV	26.13
Engineering Technician I	12.62
Engineering Technician II	14.17
Engineering Technician III	16.64
Engineering Technician IV	20.24
Engineering Technician V	23.23
Engineering Technician VI	28.11
Environmental Technician	21.05
Flight Simulator/Instructor (Pilot)	25.81
Graphic Artist	21.22
Instructor	20.13
Laboratory Technician	15.60
Mathematical Technician	22.52
Paralegal/Legal Assistant I	15.06
Paralegal/Legal Assistant II	18.36
Paralegal/Legal Assistant III	22.46
Paralegal/Legal Assistant IV	27.20
Photooptics Technician	21.21
Technical Writer	23.15
Unexploded (UXO) Safety Escort	18.22
Unexploded (UXO) Sweep Personnel	18.22
Unexploded Ordnance (UXO) Technician I	18.22
Unexploded Ordnance (UXO) Technician II	22.05
Unexploded Ordnance (UXO) Technician III	26.43
Weather Observer, Combined Upper Air and Surface Programs (3)	15.60
Weather Observer, Senior (3)	17.34
Weather Observer, Upper Air (3)	15.60
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	15.41
Parking and Lot Attendant	6.56
Shuttle Bus Driver	10.11
Taxi Driver	8.69
Truckdriver, Heavy Truck	16.47
Truckdriver, Light Truck	10.11
Truckdriver, Medium Truck	15.41
Truckdriver, Tractor-Trailer	16.47

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.02 an hour or \$80.80 a week or \$350.13 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute or any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary

affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents. per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.